

Tapawingo Park and the Riverside Skating Center Community Room Scheduling Information (Revised February 23, 2009)

The City of West Lafayette and the West Lafayette Board of Parks and Recreation ("Board") welcome the public use of Tapawingo Park ("Park") and the Riverside Skating Center Community Room ("Community Room"). The Park and Community Room provide attractive facilities for events that provide cultural enrichment and enhance the quality of life.

The Park and Community Room may be reserved for use for non-commercial purposes by responsible organizations, groups, and individuals ("User"). Applications for reserved use of Park and/or Community Room need to be made by submitting the Agreement for the Use of Tapawingo Park and/or the Riverside Skating Center Community Room ("Agreement") at the end of this scheduling information to:

Morton Community Center
West Lafayette Parks and Recreation
222 North Chauncey Avenue
West Lafayette, IN 47906
Phone: (765) 775-5120, FAX: (765) 775-5123.

Rules and Regulations

The following rules and regulations apply to the use of Park and/or Community Room. By signing the Agreement to apply for reserved use of Park and/or Community Room, User agrees to abide by these rules and regulations and will be responsible for everyone attending the designated event. Please read the rules and regulations carefully.

Event Scheduling

All scheduling requests are processed as received, with priority given to government sponsored events. Park cannot be closed to the public for any function without prior approval from Board. Reservations should be made as early as possible and at least two weeks prior to a planned event. Scheduling for the next calendar year begins on November 1st of the preceding year. Scheduling is not transferable to another group. User must be present for the event.

Use Fees

Park (includes the shelter): \$50 per five-hour time period and \$10 per hour for each additional hour. This fee takes effect upon completion of the shelter.

Community Room: \$50 per two-hour time period and \$25 per hour for each additional hour.

User may not occupy or use Park and/or Community Room until Use Fees have been paid. Board may terminate this agreement without notice to User if Board fails to receive payment of Use Fees and the certificate of insurance.

Board may terminate this agreement at any time upon oral or written notice to User if, in the sole judgment of the Board, Park and/or Community Room become unsuitable for the purpose stated or if in Board's sole judgment the occupation and use of Park and/or Community Room by User will conflict with Board purposes.

All checks for Use Fees should be made out to the West Lafayette Parks and Recreation Department, and mailed or delivered with the Agreement applying for the reserved use to Morton Community Center, 222 North Chauncey Avenue, West Lafayette, IN 47906.

The waiver of Use Fees may be requested for communitywide events indicating Board as a cosponsor.

User Access

To hold a reserved date, Use Fees and the certificate of insurance must be provided within two weeks of approval of the Agreement. Board will then assure that Park and/or Community Room will be open and made available at the time specified on the approved Agreement.

Board may access and use Park and/or Community Room at all times for all purposes. In order that Board maintenance personnel may provide prompt and direct service in Park when needed during an event requiring an admission fee, one event entry pass must be provided one week in advance to Board and one parking spot must be provided for Board in or adjacent to Park during the event.

Deliveries and Motorized Equipment Use

All deliveries to Park and/or Community Room are to be made to the Park parking lot or to the parking areas along the park on the south side of Brown Street. Items can be moved to locations using the asphalt trails or the turf areas, as appropriate. Motorized equipment is not to be used on the Riverside Skating Center concrete plaza, walkways, or skating rink surface.

Alcoholic Drinks

The sale, distribution, and possession of alcoholic drinks are not permitted in Park and/or Community Room. However, the West Lafayette Board of Public

Works and Safety may permit the sale of alcoholic drinks on adjacent public area locations adjacent to Park as part of a communitywide event, and alcoholic drinks may then be carried into Park during the event only in the plastic container provided by the vendor.

Restroom Facilities Availability

One restroom each for men and women may be provided in Riverside Skating Center. The restrooms will be made available for User of Community Room and may be made available for User of Park upon request. User of Park for a communitywide event must provide port-a-johns if the event is anticipated to last more than two hours. Port-a-johns must be placed within closed street right-of-way or on Park parking lot. Port-a-johns are not to be placed near the Margerum Fountain. Port-a-johns are to be provided based on the following:

Events serving alcoholic drinks:

1 port-a-john for each 75 attendees

Events not serving alcoholic drinks:

1 port-a-john for each 125 attendees

Events not serving any refreshments:

1 port-a-john for each 200 attendees

For any event, 1 handicap accessible port-a-john must be made available for each 200 attendees or part thereof.

User Responsibility for Facilities

Riverside Skating Center, including Community Room, is a smoke free facility.

Set-up and take-down: User is responsible for setting up and taking down any tables, chairs, equipment, or other items or supplies used to conduct an event. No provision will be made for the storage of tables, chairs, equipment, or other items or supplies required for an event.

Decorations, posters, and signs: User may place decorations, posters, or signs on Community Room window ledges. User may also tape posters, signs, or decorations to Community Room windows (inside or outside), but the tape must be completely removed during clean-up. Do not put any kind of tape, nails, or poster putty on or into Community Room walls. User must remove all decorations, posters, or signs during clean-up.

Clean-up: User is responsible for the removal of all trash and the clean-up of Park and/or Community Room, leaving them in the same or better condition as before the event. Do not pour anything except water into any drain. Parks and Recreation Department staff will remove trash from the trash receptacles in Community Room. If proper clean-up does not occur, User will be responsible for paying for any clean-up costs (including the clean-up of any paint, grease, or

stains on any surfaces) incurred to return Park and/or Community Room to the same condition as before the event.

User may not paint any walls or fences in Park and/or Community Room. User shall not bring upon or allow to be brought upon Park and/or Community Room any article or thing of a dangerous, inflammable, or explosive character. User may not build anything in Park and/or Community Room and may not affix anything to walls or fences in Park and/or Community Room unless it can be removed without leaving a residue or otherwise damaging the Property. User and User's guests, invitees, or licensees may not injure Park and/or Community Room. The cost of repair of any damages to Park and/or Community Room caused by User and User's guests, invitees, or licensees must be reimbursed to Board by User. User and User's guests, invitees, or licensees may not be disorderly or commit any nuisance in Park and/or Community Room in any way that interferes with the exercise by other users of Park the privileges that Board may give them. User agrees to abide by written rules that apply to Park and/or Community Room and to cooperate with Board in the enforcement of such rules. Board may eject any person from Park and/or Community Room who is disorderly or not abiding by the rules and regulations and may refuse future admittance to such person.

User shall remove all temporary structures, fixtures, shelters, attachments, equipment, and other things permitted to be placed by User or the employees, agents, guests, invitees, or licensees of User in Park and/or Community Room, and if User shall fail to do so, Board shall have the right to remove the same at User's expense, the amount of which expense User shall pay to the Board on demand. Any items not removed by the User by the specified event ending time and date become the property of Board, and User will have no further right to possess or be compensated for them unless Board agrees otherwise in writing.

Insurance Requirements

The following insurance requirements are provided by MBAH Insurance, on behalf of Board and the City of West Lafayette.

Commercial General Liability (Occurrence Form):

| | |
|--|-------------|
| Each Occurrence | \$1,000,000 |
| Products/Completed Operations Aggregate | \$2,000,000 |
| General Aggregate (other than Prod/Comp Ops Liability) | \$2,000,000 |
| Personal & Advertising Injury Liability | \$1,000,000 |

- Name Board and the City of West Lafayette as an Additional Insured.

- Coverage shall be subject to a per project or vendor general aggregate provision naming all jobs performed by subcontractor if applicable.
- The insurance will be considered Primary and Noncontributory in relation to any other applicable coverage.
- Include Waiver of Subrogation in favor of Board and the City of West Lafayette

Automobile Liability:

| | |
|-----------------------|-------------|
| Combined Single Limit | \$1,000,000 |
|-----------------------|-------------|

- Name Board and the City of West Lafayette as an Additional Insured.
- If subcontractor at any time transports hazardous materials, subcontractor shall carry appropriate auto pollution coverage.
- Include Hired and Non-Owned auto liability coverage
- Include Waiver of Subrogation in favor of Board and the City of West Lafayette

Workers Compensation and Employer's Liability:

| | |
|---------------------------|-------------------------|
| Workers Compensation | State Statutory Limits |
| Employer's Liability | |
| Bodily Injury by Accident | \$100,000 Each Accident |
| Bodily Injury by Disease | \$500,000 Policy Limit |
| Bodily Injury by Disease | \$100,000 Each Employee |

- Include Waiver of Subrogation in favor of Board and the City of West Lafayette

Umbrella Liability:

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|-------------------------------|-------------|
| Each Occurrence and Aggregate | \$1,000,000 |
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Professional Liability (Applicable for Professional Services rendered):

- All subcontractors performing design, engineering, surveying, testing, or other professional services shall carry professional liability (Errors and Omissions) insurance. This policy shall provide at least \$1,000,000 for each occurrence and \$2,000,000 aggregate.

All coverages must be placed with an insurance company with an A.M. Best rating of A-:VII or better.

Additional Insured must be listed using the following language:

_____, its subsidiaries, affiliates, directors, officers, and employees as Additional Insureds for all liability arising out of the operations by or on behalf of the named insured in the performance of the agreement.

Questions about Insurance Requirements may be directed to MBAH, attention of John Willis at jwillis@mbah.com or 765-423-5421.

Additional Facilities Information

Questions about Additional Facilities Information may be directed to West Lafayette Parks and Recreation, attention of Lee Booth at lbooth@westlafayette.in.gov or 765-775-5125.

In Case of Emergency

In case of emergency, contact the West Lafayette Police Department or West Lafayette Fire Department by dialing 911 on a cell phone and be sure to indicate the location of the emergency.

Agreement

For the Use of
Tapawingo Park and/or the Riverside Skating Center
Community Room

User Information (please attach maps and additional description as needed):

Event Description: _____

Date: _____

Time: _____ to: _____

Name of Organization: _____

Name of Representative: _____

Mailing Address: _____

Phone Numbers: _____

Planned attendance: _____

The event will use: Park: _____ and/or Community Room: _____

Will alcoholic drinks be served? Yes _____ No _____

User does not have any interest or estate of any kind or extent whatsoever in Park and/or Community Room by virtue of Board approval of this Agreement or User's occupancy or use under this Agreement.

Indemnification and release: In consideration of being permitted the use of Park and/or Community Room owned by Board, User, for User and User's legal representatives, successors, and assigns, hereby releases, waives and discharges Board, its officers, agents, and employees, and each of them (hereafter collectively "Board and Representatives"), from all liability to User and User's officers, members, legal representatives, successors, and assigns (hereafter collectively, "User and Associates"), for any and all loss or damage, and any claim or damages resulting therefore, on account of injury to persons or property arising out of possession or use of Park and/or Community Room, whether caused by the negligence or Board and Representatives, or any of them, resulting during the time User is entitled to occupy and use Park and/or

Community Room. User shall exercise the privileges under this Agreement at User's own risk, and, irrespective of any negligence of Board and Representatives, User shall indemnify and hold Board and Representatives harmless from any and all liability for all damages, costs, losses, and expenses resulting from, arising out of, or in any way connected with User, licensees of User, or the failure on the part of User to perform fully all and singular User's promises contained in this Agreement, including attorney fees incurred by Board and Representatives in defending any action arising out of User's possession or use of Park and/or Community Room, whether caused by the negligence of the Board and Representatives, or any of them. Board shall not be liable to User if for any reason whatever User's occupation or use of Park and/or Community Room shall be hindered or disturbed. User agrees that User has made inspection of Park and/or Community Room and is not relying upon any representations of Board and Representatives or any of them as to the condition or state of repair of Park and/or Community Room or its suitability for any particular purpose. This release, waiver, and indemnification is intended to be as broad and inclusive as permitted by the laws of the State of Indiana, and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

I have read the above information and agree on my own behalf, and on behalf of the group or organization I am authorized to represent, to such Indemnification and Release and to follow all Rules and Regulations.

User:

By: _____
(printed name) (signature) (date)

Board Approval:

By: _____
(signature) (date)

Date and Amount of Rental Fee Received: _____

Date Certificate of Insurance Received: _____